

EXHIBIT A

[Proposed] Agreed Order Deeming Timely
Certain Late-Filed Proofs of Claim
Pursuant to Bankruptcy Rules 3002-3003

**UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF IOWA**

In re:

MERCY HOSPITAL, IOWA CITY,
IOWA, *et al.*,

Debtors.

Chapter 11

Case No. 23-00623 (TJC)

Jointly Administered

**[PROPOSED] AGREED ORDER DEEMING TIMELY CERTAIN LATE-FILED
PROOFS OF CLAIM PURSUANT TO BANKRUPTCY RULES 3002 AND 3003**

Upon the motion (the “Motion”) of the Debtors¹ for entry of an agreed order (the “Order”) between the Debtors and Humana deeming timely certain late-filed proofs of claim attached hereto as Exhibit 1; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Public Administrative Order* referring bankruptcy cases entered by the United States District Court for the Northern District of Iowa; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted as set forth herein.

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Motion.

2. The Humana POCs received by Epic are hereby deemed timely filed pursuant to Bankruptcy Rule 3002(c)(6) and Bankruptcy Rule 3003(c)(3). To the extent necessary to effectuate this relief, the Bar Date is extended until November 24, 2023, solely with respect to Humana, so as to permit the Humana POCs to be timely filed.

3. For the avoidance of doubt, this Order does not affect the right of any party in interest to object to the substance of the Humana POCs.

4. The Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Stipulation.

5. The Order shall be enforceable and immediately effective.

Dated and entered this ____ day of December 2023.

Honorable Thad J. Collins, Chief Judge

Prepared and Consented to By:

/s/ Roy Leaf

NYEMASTER GOODE, P.C.

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- and -

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Counsel for Debtors and Debtors-in-Possession

-and-

/s/ Nicholas E. Ballen

FOX, SWIBEL, LEVIN & CARROLL LLP

Nicholas E. Ballen

200 W. Madison Suite 3000

Chicago, IL 60606

Phone: (312) 224-1213

Fax: (312) 224-1201

Email: nballen@foxswibel.com

Attorney for Humana

EXHIBIT 1

Humana Proofs of Claim

Fill in this information to identify the case:

Debtor 1 Mercy Hospital, Iowa City, Iowa

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Iowa

Case number 23-00623

Official Form 410**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Humana, Inc., Humana Insurance Company, and their affiliates		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Fox Swibel Levin & Carroll c/o Ken Thomas Name 200 W. Madison, Suite 3000 Number Street Chicago IL 60606 City State ZIP Code Contact phone (312) 224-1241 Contact email kthomas@foxswibel.com Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone Contact email	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 3 9 1

7. How much is the claim? \$59,371.25 Does this amount include interest or other *
*As calculated on or about the petition date plus an unliquidated amount as further detailed in the attached Proof of Claim Addendum ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Healthcare provider overpayments and any additional amounts due

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Receivables due from Humana
Basis for perfection: Humana's rights to recoupment and setoff
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☐ No ☒ Yes. Identify the property: Receivables due from Humana

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

11/22/2023

Executed on date

MM / DD / YYYY

DocuSigned by:

Kaila LaBonte

3A479A7A7980489...
Signature

Print the name of the person who is completing and signing this claim:

Name	Kaila LaBonte		
	First name	Middle name	Last name
Title	Business Intelligence Engineer 2/Collections Maximization		
Company	Humana, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	101 E. Main Street		
	Number	Street	
	Louisville	KY	40202
	City	State	ZIP Code
Contact phone	920.337-7194	Email	klabonte1@humana.com

**ADDENDUM TO HUMANA'S
PROOF OF CLAIM**

Humana, Inc., Humana Insurance Company, and their affiliates, (collectively "Humana") hereby submit this addendum (the "Addendum") to their proof of claim (the "Proof of Claim") against the named Debtor in the attached Proof of Claim (the "Debtor") and in support thereof, state as follows:

The Debtor is liable to Humana in the amount set forth on the Proof of Claim (if any) plus an unliquidated amount for obligations owed with respect to any and all rights and entitlements Humana has or may have in the future related to overpayments made to the Debtor by Humana in connection with healthcare services provided to Humana's members and insureds, and any taxes, surcharges, indemnification, contribution, subrogation, reimbursement, or other rights to payment, including without limitation, damages, costs and expenses related thereto, including attorneys' fees, from the Debtor including, but not limited to, claims arising from or in connection with any provider agreements in place between Humana and the Debtor.

To the extent Humana's claim against the Debtor relates to services provided and payments made post-petition, Humana is entitled to administrative priority under 11 U.S.C. §§ 503(b)(1) and 507(a)(2).

Except as specifically identified in the Proof of Claim, Humana is filing this Proof of Claim only to preserve any and all rights and entitlements Humana may have as herein asserted, and nothing set forth herein should be construed as an admission that any claims or causes of action exist against Humana or the Debtor. Humana expressly reserves the right to amend or

supplement this Proof of Claim at any time, including after any bar date, for whatever reason, including without limitation, for the purpose of filing additional claims or to specify the amount of Humana's unmatured and/or unliquidated claims as they become matured and/or liquidated.

By virtue of the filing of the Proof of Claim, Humana does not waive, and hereby expressly reserves, its rights to pursue claims, against the Debtor based upon alternative legal theories.

To the extent that the Debtor asserts claims of any kind arising from any applicable provider agreement or relating to services provided, such claims by the Debtor against Humana are subject to rights of setoff and/or recoupment. Humana also has recoupment and setoff rights against the Debtor with respect to any and all other claims of any nature whatsoever that the Debtor may assert against Humana. (All setoff rights are referred to herein as the "Setoff Rights"). The Setoff Rights are treated as secured claims under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*

The filing of this Proof of Claim is not and shall not be deemed or construed as (a) a waiver or release by Humana of any rights against any person, entity or property; (b) a consent by Humana to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Humana; (c) a waiver or release of Humana's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of

such matters as “core proceedings” pursuant to 28. U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) consent by Humana to a jury trial in this Court or any other court in any proceedings as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Humana’s right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case or otherwise involving Humana; or (g) an election of remedies.

Due to the confidential nature of the documents described herein, these documents are not attached to this Proof of Claim. Copies of the documents referenced herein are in the possession of the Debtor, and Humana will provide copies of such documents to other appropriate parties upon request provided that appropriate steps can be taken to ensure their confidentiality and compliance with HIPAA, as necessary or appropriate.

Fill in this information to identify the case:

Debtor 1 Mercy Services Iowa City, Inc.

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Iowa

Case number 23-00624

Official Form 410**Proof of Claim**

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Humana, Inc., Humana Insurance Company, and their affiliates		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	<p><u>Fox Swibel Levin & Carroll c/o Ken Thomas</u> Name <u>200 W. Madison, Suite 3000</u> Number Street <u>Chicago</u> <u>IL</u> <u>60606</u> City State ZIP Code Contact phone <u>(312) 224-1241</u> Contact email <u>kthomas@foxswibel.com</u></p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>	<p>_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</p>	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 0 4 4

7. How much is the claim? \$858.92 Does this amount include interest or other *
*As calculated on or about the petition date plus an unliquidated amount as further detailed in the attached Proof of Claim Addendum ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Healthcare provider overpayments and any additional amounts due

9. Is all or part of the claim secured? ☐ No ☒ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: Receivables due from Humana
Basis for perfection: Humana's rights to recoupment and setoff
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☐ No ☒ Yes. Identify the property: Receivables due from Humana

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

11/22/2023

Executed on date

MM / DD / YYYY

DocuSigned by:

Kaila LaBonte

3A479A7A7980489...
Signature

Print the name of the person who is completing and signing this claim:

Name	Kaila LaBonte		
	First name	Middle name	Last name
Title	Business Intelligence Engineer 2/Collections Maximization		
Company	Humana, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	101 E. Main Street		
	Number	Street	
	Louisville	KY	40202
	City	State	ZIP Code
Contact phone	920.337-7194		Email klabonte1@humana.com

**ADDENDUM TO HUMANA'S
PROOF OF CLAIM**

Humana, Inc., Humana Insurance Company, and their affiliates, (collectively "Humana") hereby submit this addendum (the "Addendum") to their proof of claim (the "Proof of Claim") against the named Debtor in the attached Proof of Claim (the "Debtor") and in support thereof, state as follows:

The Debtor is liable to Humana in the amount set forth on the Proof of Claim (if any) plus an unliquidated amount for obligations owed with respect to any and all rights and entitlements Humana has or may have in the future related to overpayments made to the Debtor by Humana in connection with healthcare services provided to Humana's members and insureds, and any taxes, surcharges, indemnification, contribution, subrogation, reimbursement, or other rights to payment, including without limitation, damages, costs and expenses related thereto, including attorneys' fees, from the Debtor including, but not limited to, claims arising from or in connection with any provider agreements in place between Humana and the Debtor.

To the extent Humana's claim against the Debtor relates to services provided and payments made post-petition, Humana is entitled to administrative priority under 11 U.S.C. §§ 503(b)(1) and 507(a)(2).

Except as specifically identified in the Proof of Claim, Humana is filing this Proof of Claim only to preserve any and all rights and entitlements Humana may have as herein asserted, and nothing set forth herein should be construed as an admission that any claims or causes of action exist against Humana or the Debtor. Humana expressly reserves the right to amend or

supplement this Proof of Claim at any time, including after any bar date, for whatever reason, including without limitation, for the purpose of filing additional claims or to specify the amount of Humana's unmatured and/or unliquidated claims as they become matured and/or liquidated.

By virtue of the filing of the Proof of Claim, Humana does not waive, and hereby expressly reserves, its rights to pursue claims, against the Debtor based upon alternative legal theories.

To the extent that the Debtor asserts claims of any kind arising from any applicable provider agreement or relating to services provided, such claims by the Debtor against Humana are subject to rights of setoff and/or recoupment. Humana also has recoupment and setoff rights against the Debtor with respect to any and all other claims of any nature whatsoever that the Debtor may assert against Humana. (All setoff rights are referred to herein as the "Setoff Rights"). The Setoff Rights are treated as secured claims under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*

The filing of this Proof of Claim is not and shall not be deemed or construed as (a) a waiver or release by Humana of any rights against any person, entity or property; (b) a consent by Humana to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Humana; (c) a waiver or release of Humana's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy or proceeding related hereto, notwithstanding the designation or not of

such matters as “core proceedings” pursuant to 28. U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) consent by Humana to a jury trial in this Court or any other court in any proceedings as to any and all matters so triable herein or in any case, controversy or proceeding related hereto, pursuant to 28 U.S.C. § 157(e) or otherwise; (e) a waiver or release of Humana’s right to have any and all final orders in any and all non-core matters or proceedings entered only after *de novo* review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case or otherwise involving Humana; or (g) an election of remedies.

Due to the confidential nature of the documents described herein, these documents are not attached to this Proof of Claim. Copies of the documents referenced herein are in the possession of the Debtor, and Humana will provide copies of such documents to other appropriate parties upon request provided that appropriate steps can be taken to ensure their confidentiality and compliance with HIPAA, as necessary or appropriate.